

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

Household Bank, a.s.b.

MICHAEL KREJCI

100 Mittel Drive

Wood Dale, IL 60191

LOAN NUMBER: 6037600



-92-113269

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
The mortgagor is RAYAN N. NIELSON, A BACHELOR,

FEBRUARY 15TH, 1992

Household Bank, a.s.b., a state chartered bank, whose address is  
which is organized and existing under the laws of  
100 Mittel Drive, Wood Dale, IL 60191

("Borrower"). This Security Instrument is given to  
and whose address is

SIXTY FIVE THOUSAND NINE HUNDRED AND NO/100  
Dollars (U.S. \$ 65,900.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on

MARCH 1ST, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's  
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,  
grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 111 AND LOTS 112 IN RICK'S SUBDIVISION IN BELLWOOD, A SUBDIVISION  
IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #13-09-305-022

DEPT-11 RECORD,T

\$35.50

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COOK COUNTY RECORDER

100

which has the address of 6070 FREDRICK, BELLWOOD, ILLINOIS, 60104, (Street),  
Illinois 60104, (City), (Zip Code)

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1076L1 (0108)

MFIL3112-04/91

Form 3014 9/90 (page 1 of 6 pages)

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5. **Hazard of Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees with Lender to the payment of the obligation secured by this lien in a manner acceptable to Lender; (b) complies in good faith with all requirements of the applicable law; or (c) complies with the requirements of the Uniform Commercial Code.

a. Charges: Loans, Borrower shall pay all taxes, assessments, charges, (meat and impound) as applicable to the property which may accrue prior to sale. Security instrument, and leasehold payments as applicable to the property under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid directly to the manor provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on shall pay those obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on demand.

**3. Application of Payment.** Unless applicable law provides otherwise, all payments made by Lender under Section 6 of this Agreement shall be applied first, to any late charges due under this Note; second, to principal due; and last, to interest due; provided, however, to any late charges due under paragraph 2; third, to any prepayment charges due under this Note; second, to amounts payable under paragraph 1 and 2 shall be applied: first, to any principal due; and last, to any late charges due under this Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 21, Lender shall receive or sell the Property, prior to the acquisition of title of the Property held by Lender at the time of acquisition of title as a credit against the sum

If the Funds held by Lentee exceed the amount permitted to be held by applicable law, Lentee shall account to Borrower in accordance with the requirements of applicable law. If the Funds held by Lentee exceed the amount permitted to be held by applicable law, Lentee shall account to Borrower in accordance with the requirements of applicable law.

**Reasonable outliers of appendages of future Electronomes or otherwise in accordance with applicable law.**

2. **Funds for Taxes and Surcharges.** Subsect 10 applies to any property tax or surcharge imposed by the state or any political subdivision on the owner of real property, whether or not such taxes or surcharges are levied under the laws of the state or any political subdivision.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines unique conveniences for national use and non-national cover-ups. With limited variations by jurisdiction to consider, it's a valuable security instrument covering real property.

Borrower's whereabouts and will decline generally the title to the Property unless all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

CLARKE HIR WITH THE IMPROVEMENTS NOW OR NECESSITY MADE ON THE PROPERTY, AND ALL CASEMENTS, APPURTENANCES, FEATURES NOW OR HERALDIC A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT. ALL OF THE PROPERTY IS REFERRED TO IN THIS DOCUMENT AS THE "PROPERTY".

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasedolds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

(ITEM 107019 19103)

Form 3014 9/90 (page 3 of 6 pages)

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<sup>12</sup> *See* *id.* at 100; *see also* *id.* at 101-02 (noting that the term "public" has been used in this context to mean "not private").

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Section if it is denied a loan which would be

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

Without Leander's prior written consent, Lender may, at its option, require immediate payment in full of all sums accrued by Lender if exercise of such option shall not be exercised by Leander by December 31 of each year.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

decorated to berowable.

**15. Governing Law; Severability.** This Security Agreement shall be governed by federal law, and the law of the state in which the Property is located. In the event that any provision of this Security Agreement is found to be unenforceable in whole or in part, such conflict shall not affect other provisions of this Security Agreement or the Note which purports to be enforceable in such state.

[2] Successors and Assigns Bound, Joint and Several Liability; Co-Signers. The COVACURAS and AGREEMENTS of SECURITY INSTRUMENT shall bind and succeed to them; SUCCESSORS and ASSIGNS of Lender and Borrower, subject to the PROVISIONS of PARAGRAPH 17. Borrower's COVACURAS and AGREEMENTS shall be joint and several. Any Borrower who CO-SIGNS this SECURITY INSTRUMENT shall bear joint and several liability; CO-SIGNERS. This COVACURAS and AGREEMENTS of SECURITY INSTRUMENT shall bear joint and several liability; CO-SIGNERS. The COVACURAS and AGREEMENTS of SECURITY INSTRUMENT shall bear joint and several liability; CO-SIGNERS.

11. Borrowers Not Released; Preferable Not to Waiver. Exculcation of the sum for payment of compensation due the nonentity paymecnts referred to in paragraphs 1 and 2 or changing the amount of such paymecnts.

an award or settle a dispute in court, damages, Borrower shall be responsible to pay such attorney fees, costs and expenses as may be incurred by Lender in connection therewith.

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In this section, we focus on a more general framework, which is based on a similar approach as in the previous sections. We consider a market with two types of firms: a large firm that can produce either a high-quality or a low-quality product, and a small firm that can only produce a low-quality product. The market is perfectly competitive, and there are no fixed costs. The demand function is given by  $D(p) = 10 - p$ , where  $p$  is the price. The cost functions are  $C_H(q) = q^2 + 2q + 1$  for the high-quality firm and  $C_L(q) = q^2 + 4q + 4$  for the low-quality firm. The high-quality firm can choose between two production levels:  $q_H \in \{1, 2, 3\}$ . The low-quality firm can only choose  $q_L \in \{1, 2, 3\}$ . The high-quality firm's payoff is  $\pi_H(q_H, q_L) = D(q_H)q_H - C_H(q_H)$ , and the low-quality firm's payoff is  $\pi_L(q_L, q_H) = D(q_L)q_L - C_L(q_L)$ . The game is played sequentially, with the high-quality firm moving first. The high-quality firm's best response function is  $r_H(q_L) = \max\{1, 2, 3\} \in \{1, 2, 3\}$ , and the low-quality firm's best response function is  $r_L(q_H) = \max\{1, 2, 3\} \in \{1, 2, 3\}$ . The unique Nash equilibrium is  $(q_H^*, q_L^*) = (1, 1)$ .

Any consumption of other whisky or any part of the Property, or (at conveyance) in lieu of condemnation, as hereby assigned and shall be paid to Landor.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

THIS FORM IS FOR USE IN THE STATE OF MICHIGAN. IT IS NOT APPROVED FOR USE IN ANY OTHER STATE OR JURISDICTION.

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ITEM 10706 (8103)

Form 3014 9/90 (page 5 of 6 pages)

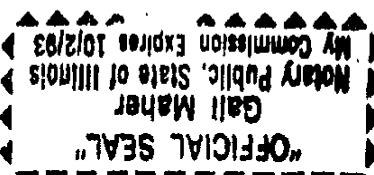
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Dawn Public Utilities Form 3014

ITEM 187616 (1010)

Notary Public



100 McCreel Drive, Wood Dale, IL 60191

(Address)

(Name)

Houseshold Bank, E.S.B.,

This instrument was prepared by

Notary Public

*John M. McElroy*

My Commission expires:

Given under my hand and official seal, this 15th day of FEBRUARY, 1992

for,

free and voluntary act, for the uses and purposes herein set and delivered the said instrument as his

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed

, personally known to me to be the same person(s) whose name(s) is

do hereby certify that BRYAN N. NIELSON, A BACHELOR,

, a Notary Public in and for said county and state,

County ss:

*Bryan N. McElroy*

STATE OF ILLINOIS.

*Notary*

Social Security Number \_\_\_\_\_

Borrower  
(Seal)

Social Security Number 318-65-3443

BRYAN N. NIELSON  
(Seal)

Witness:

Witness:

Security instrument and any rider(s) executed by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this

Other(s) (specify)



Balloon Rider

Biweekly Payment Rider

Rate Improvement Rider

Second Home Rider

Graduated Payment Rider

Planned Unit Development Rider

Commodium Rider

Adjustable Rate Rider

1-4 Family Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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IMAGING  
(1989)

JUNIOR  
(age)

—Borrower

...governor  
(1945)

BRYAN NIELSON

BY SIGNED BELOW, BOTTOMS AND AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS BALLOON RIDER.

The Note Holders will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder will advise me that I may exercise the Conditional Right of Pre-Refunding Option if the conditions in Section 2 above are met. The Note Holder will advise my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Right of Pre-Refunding Option, if I file a complaint with the Consumer Financial Protection Bureau to allege that the Note Holder has violated the provisions of Section 2 above. I may exercise the Conditional Right of Pre-Refunding Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Note Rate based upon the Federal National Mortgage Association Association's published yield in effect on the date and time of my notification to the Note Holder, no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Note Rate based upon the

#### **8. EXERCISING THE CONDITIONAL FINANCING OPTION**

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

## 2. CONDITIONS TO OPERATE

#### **1. CONDITIONAL RIGHT TO REFINANCE**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

This interest rate stated on the Note is called the "Note Rate". The date on the Note is called the "Note Date". Understating the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payment under the Note is called the "Note Holder".

607 FREDRICK, BELMWOOD, IL 60104  
608 same date and covering the property described in the Security instrument and located at:

Instruments) of the same date given by the underligned (the "Borrower") to secure the Borrower's Note to Hohenheimer Bank, p.s.b., Good Date, II, 60391

THIS BALLOON RIDER IS MADE IN THE U.S.A. 15TH DAY OF FEBRUARY 1982

## **BALLOON RIDER**

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Clerk's Office

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